

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CANTONE & CO. INC.,

Plaintiff,

- against -

SEAFRIGO a/k/a SEAFRIGO
MARSEILLE

Defendant.
-----X

07 Civ. 6602 (PKL)

ECF CASE

DECLARATION OF SARAH C. NODJOURI

Sarah Nodjoumi declares under penalty of perjury of the laws of the United States of America as follows.

1. I have been an employee of Cantone & Co. Inc. ("Cantone") since October, 2006. I was in charge of operations at Cantone and in this capacity I monitored the shipping of the bakery products from BCS in France to Preferred Freezer, Jersey City, NJ.
2. Prior to my joining Cantone, I had no prior dealings with Seafrigo a/k/a Seafrigo Marseille ("Seafrigo") or any other shipping company. Therefore, Cantone entrusted Seafrigo with the shipment of the cargo at issue herein based on their experience and expertise in this area.
3. The only document which Cantone received by fax as was a poorly legible copy of the front page of a Bill of Lading, dated September 20, 2006 from Seafrigo Marseille. Cantone has never received any other documentation from either Seafrigo USA or Seafrigo France.
4. Cantone never received a copy of the reverse side of the bill of lading which allegedly contains a French forum selection clause.

5. Further Cantone was never informed by Seafrigo or Seafrigo U.S.A., either verbally or in writing, of the terms and conditions of the shipment, including the French forum selection clause.
6. This cargo shipment was our first time dealing with Seafrigo. Moreover, Cantone had requested shipping documents from Hatsu but Cantone never received any documents.
7. Because of our inexperience with international commercial shipping we believed that Seafrigo, which came highly recommended, and would inform Cantone of all relevant shipping terms and conditions.
8. The fact remains that the shipped goods were no longer suitable for sale. Via correspondence to Mr. Ohid Elayer of Ewig International Marine Corp., dated 24 January 2007, Cantone itemized all costs incurred for the freight shipment including the cost of BCS (the manufacturer) of \$38,683.57 and the loading and unloading by Preferred Freezer of \$2007.12 plus monthly storage charges as well as the spot checks by John McKenna of Cesam, Paris, on behalf of Seafrigo and their underwriters and a spot check with Olivier Barbeyrac of Seafrigo. *A copy of this letter is attached hereto as Exhibit 1.*

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Executed at New York, New York on June 19, 2008

Sanhewan 6/19/08
(Date)